

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO.04-193

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed bid for:

LINCOLN WASTEWATER SYSTEM Total Organic Carbon Analyzer

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, July 21, 2004 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Bids may be downloaded from the City's website at www.lincoln.ne.gov Prospective bidders must monitor the bid listing for any addendums.

LINCOLN WASTEWATER SYSTEM TOTAL ORGANIC CARBON ANALYZER

Scope: The City of Lincoln, Nebraska is seeking bids for Lincoln Wastewater System Total Organic Carbon Analyzer

1.0 General Instructions

- 1.1 Bidder shall quote net costs of all goods and services requested and all bids shall include all transportation to destination and inside delivery.
- 1.2 Bids will be publicly opened and read aloud at the time indicated on the Notice to Bidders.
 - 1.2.1 The bidders and the public are invited but not required to attend the formal opening of bids.
 - 1.2.2 No decisions relating to the award of a contract will be made at the opening.
- 1.3 Evaluation Criteria will be based on the following.
 - 1.3.1 Price: Lowest and best price for base equipment and hourly rates for service, will be considered in evaluating bid.
 - 1.3.1.1 Optional components will not be part of the evaluation.
 - 1.3.2 References and Experience.
 - 1.3.2.1 Consideration will be given to the length of time the company has been in operation, providing similar equipment and services; past performance history, references, and qualifications of technicians.
 - 1.3.2.2 The successful bidder shall employ service technicians with demonstrated qualifications and training to industry standards for technical support.
 - 1.3.4 The City desires a minimum one-year warranty on all equipment.
- 1.4 Qualifications of Bidders.
 - 1.4.1 The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request.
 - 1.4.2 The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work .

2.0 Specifications

- 2.1 The enclosed specifications are not intended to discourage any Vendor from bidding a compatible make or model.
- 2.2 Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacture.
- 2.3 Do not assume your standard equipment meets all detailed specifications merely because it is listed.

- 2.4 The intent of the specifications is to provide a foundation for open, competitive bidding of commodities or services that will meet the City of Lincoln's (City)'s needs.
 - 2.5 The use of brand names, models, etc. serves to establish the design, performance or level of quality needed and not intended to restrict competition.
 - 2.5.1 Vendor is required to list any exception to the bid.
 - 2.5.2 Very minor and immaterial technical deviations may, at the discretion of the City, be deemed in substantial compliance with the specifications.
 - 2.5.3 Material variances, however, may render the Vendor non-responsive and ineligible for award.
 - 2.5.4 Items that are equal in design, performance or quality will be considered.
 - 2.5.5 The right to evaluate specification compliance and equivalency is reserved by the City.
 - 2.5.6 The City will not accept equipment at the time of delivery that does not meet these specifications and any deviations that were accepted by the City as listed in the bid.
 - 2.6 When the specifications call for equipment or supplies, Vendor must identify by brand name or description the equipment or supplies bid.
 - 2.6.1 Words such as "meets specs, per specs, comply, etc." are not acceptable bid responses and may result in the Vendor's bid being deemed non-responsive.
- 3.0 Technical Specifications
- 3.1 Operational Specifications
 - 3.1.1 System must meet the analytical and QC/QA protocol requirements of Standard Methods for the Examination of Water and Wastewater, 20TH Edition and the EPA's CLP Inorganic Statements of Work for determinations in Water, Wastewater, Soil, Sediment and Biosolids.
 - 3.1.2 Must provide minimum startup, changeover and shutdown time.
 - 3.1.3 Must be PC controlled and run under WindowsTM protocol and must perform simultaneous instrument control, data acquisition and report generation. PC/Data Station will be at a minimum built on an Intel Pentium 4 Processor at 2.4 GHz, 512MB DDR SDRAM at 333MHz with a 17" color monitor. PC hardware must provide the means to download and archive all analytical data and associated operating parameters to removable media (CD and/or DVD).
 - 3.1.4 Must be designed and configured for the analysis of wastewater, drinking water, pharmaceutical water, ground water, surface water, saline water, domestic and industrial wastewater.

3.2 Instrument Specifications

- 3.2.1 All equipment, materials, and workmanship shall be of the highest grade in accordance with modern practice.
- 3.2.2 The equipment supplied shall be new and unused except for the necessary testing, calibration, and transportation.
- 3.2.3 The instrument must be able to run in manual-mode@ without the auto sampler.
- 3.2.4 The system must use an XYZ sampler with random access sampling.
- 3.2.5 The instrument must be able to rerun calibration standards and real world samples based on user defined QC/QA protocol and performance standards.
- 3.2.6 All chemistries must be approved for EPA compliance monitoring and must have written documentation to demonstrate approval. Methods must include precision, accuracy, and method detection limits.

3.3 Software Specifications

- 3.3.1 Must allow operator to view calibration curve during analysis and provide real-time concentration values and QC data.
- 3.3.2 Must include replicate (%RSD) and percent recovery data for all calibration data.
- 3.3.3 Must include user-defined QC limits that immediately flag and correct any inaccurate data for any type of QC sample.
- 3.3.4 Automated EPA recommended QC/QA protocol to monitor accuracy and precision.
- 3.3.5 Unlimited number of blanks, knowns, checks, duplicates and spikes.
- 3.3.6 Must allow user to compose and modify all report formats.
- 3.3.7 All maintenance revisions/upgrades will be free of charge.

3.4 Service/Support Specifications

- 3.4.1 Entire system must have a one-year warranty on parts and labor. 3.4.1.1 This does not exclude the main computer system.
- 3.4.2 Vendor must provide installation of all equipment.
- 3.4.3 Vendor must provide call backs to telephone service inquiries within 2 hours after call is received.
 - 3.4.3.1 Service hours must cover 7:00am - 5:00pm CST.
- 3.4.4 Vendor must supply a copy of its customer satisfaction measurement program report for the most current survey year.
- 3.4.5 Vendor must provide a copy of ISO 9000 certification.
- 3.4.6 Vendor must supply complete system specifications, literature, and photographs that describe in detail the exact equipment to be furnished
- 3.4.7 Vendor must provide a complete schematic showing all the necessary and required plumbing and electrical connections; the correct and proper placement of all individual pieces of equipment; and all necessary and required exhaust equipment.

- 3.4.8 A list of contact persons, addresses, and telephone numbers of at least 3 users of the exact equipment specified for this contract, which have been manufactured and sold within the last 2 years.
 - 3.4.8.1 One reference must be government facility testing environmental samples.
 - 3.5 Training
 - 3.5.1 The successful bidder shall furnish, at the convenience to the City's Lab personnel, a complete and comprehensive training package for three of the City's laboratory personnel.
 - 3.5.2 The training package shall cover all aspects of equipment operation, calibration, troubleshooting, report generation, etc.
 - 3.6 Manuals
 - 3.6.1 The successful Bidder shall furnish a minimum of 2 copies each of comprehensive operator manuals and service manuals.
 - 3.6.2 The manuals shall be suitable bound and shall describe in detail all necessary operations and service, including a detailed parts list for the major equipment components furnished under the contract.
 - 3.7 Options
 - 3.7.1 Total Nitrogen Module
 - 3.7.2 Solids Analysis Module
 - 3.7.3 Particulate Module for particulate to 0.8 mm
- 4.0 Contact
 - 4.1 Clarification or interpretation of documents shall be made in writing (or email) at least seven calendar days prior to date and time responses are due.
 - 4.1.1 Technical questions shall be directed to Rick Shibata, Manager of Laboratory Services, 2400 Theresa St., Lincoln, NE 68521 or email rshibata@ci.lincoln.ne.us and carbon copy Mary Matson, Senior Procurement Officer at address below.
 - 4.1.2 Bid Proposal submittal information shall be directed to Mary Matson, Senior Procurement Officer, 440 S. 8th Street, Suite 200, Lincoln, NE 68508 or email mmatson@ci.lincoln.ne.us
 - 4.1.3 Oral interpretations/changes to Specifications will not be binding to the City.

**Lincoln Wastewater System, Total Organic Carbon Analyzer
Spec. #04-193**

SPECIFICATION CHECK LIST

(To be filled out by bidder and returned with bid proposal.)

ITEM	Comments	Meets	
		Specifications	
3.1.1		YES	NO
3.1.2		YES	NO
3.1.3		YES	NO
3.1.4		YES	NO
3.2.1		YES	NO
3.2.2		YES	NO
3.2.3		YES	NO
3.2.4		YES	NO
3.2.5		YES	NO
3.2.6		YES	NO
3.3.1		YES	NO
3.3.2		YES	NO
3.3.3		YES	NO
3.3.4		YES	NO
3.3.5		YES	NO
3.3.6		YES	NO
3.3.7		YES	NO
3.4.1		YES	NO
3.4.2		YES	NO
3.4.3		YES	NO
3.4.4		YES	NO
3.4.5		YES	NO
3.4.6		YES	NO
3.4.7		YES	NO
3.4.8		YES	NO
3.5.1		YES	NO
3.5.2		YES	NO
3.6.1		YES	NO
3.6.2		YES	NO

COMPANY NAME _____

**BID PROPOSAL FOR: Lincoln Wastewater System,
Total Organic Carbon Analyzer
SPECIFICATION NO. 04 -193**

**BID OPENING TIME: 12:00 NOON, Wednesday
DATE: July 21, 2004**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers ____ through ____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

BID SCHEDULE

ITEM	ITEM DESCRIPTION	QTY	UNIT Price	TOTAL Price
1.	Total Organic Carbon Analyzer, PC Controlled Mfg: _____ Model _____	<u>1</u>	\$ _____	\$ _____
2.	Data/Control Station w/Windows XP Professional and 17" screen Mfg: _____ Model _____	<u>1</u>	\$ _____	\$ _____
3.	Auto Sampler/Sample Injection System Mfg: _____ Model _____	<u>1</u>	\$ _____	\$ _____
4.	Basic Consumables Kit Mfg: _____ Model _____	<u>1</u>	\$ _____	\$ _____
5.	Carrier Gas Purifier Kit Mfg: _____ Model _____	<u>1</u>	\$ _____	\$ _____
6.	Installation/Training Course for Three Operators	<u>1</u>	\$ _____	\$ _____
TOTAL BASE BID (ITEMS 1-6)				\$ _____

continued next page.....

OPTIONS:

- | | |
|---|-------------------------------|
| 7. Total Nitrogen Module
Mfg:_____Model_____ | <u>1</u> \$ _____ \$ _____ |
| 8. Solids Analysis Module
Mfg:_____Model_____ | <u>1</u> \$ _____ \$ _____ |
| 9. Suspended Particles Module
Mfg:_____Model_____ | <u>1</u> \$ _____ \$ _____ |

Submittal checklist: ___ List of contacts (minimum of 3)
 ___ ISO 9000 certification copy
 ___ Customer Satisfaction Survey
 ___ Warranty information
 ___ Training information
 ___ System specifications

BID SECURITY REQUIRED? X No ___ Yes

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE:" SEALED BID FOR SPEC. 04-193"**

Company Name	By (signature)
Street Address or PO Box	Print Name
City, State, ZIP	Date
Federal ID Number or Social Security	

Telephone #	Fax #	E-Mail	Delv Days	Payment Terms
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BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.